



Kurt E. Floren

Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

*Department of
Agricultural Commissioner/
Weights and Measures*

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

July 13, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41 JULY 13, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF STANDARD AGREEMENT No. 10-0057 WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
TO PROVIDE RESPONSIBILITY FOR
THE ALLIGATORWEED ERADICATION PROJECT
ALL DISTRICTS (3 VOTES)**

SUBJECT

Request approval for the Agricultural Commissioner/Director of Weights and Measures (ACWM) to execute an Agreement with California Department of Food and Agriculture (CDFA) for the Alligatorweed Eradication Project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures to execute Standard Agreement No.10-0057 (Exhibit 1) with CDFA authorizing the Department of Agricultural Commissioner/Weights and Measures (ACWM) to provide overall responsibility for the Alligatorweed Eradication Project in the County of Los Angeles. ACWM will have direct supervision of field activities and provide field staff and supplies.
2. Authorize the Commissioner/Director to amend the contract agreement in an amount not to exceed 15 percent of the original contract, at no net County cost, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Alligatorweed is a highly invasive aquatic plant, native to South America, which can grow rapidly and has the potential to impair the ability of flood waters to empty rapidly during a heavy water load,

significantly increasing the risk of flooding. The surveying and removal of alligatorweed in Los Angeles County is critical to prevent further infestations of the San Gabriel and Los Angeles River Basins.

C DFA has requested that ACW M provide responsibility for the Alligatorweed Eradication Project in the County of Los Angeles. Approval of the recommended actions will enable ACW M to survey quarantined areas of the San Gabriel and Los Angeles River Basins and remove any new plants that are found, working toward the eradication of this highly invasive weed.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal No. 1 (Operational Effectiveness): ACW M will quickly respond to any alligatorweed infestations in the County of Los Angeles, using highly trained ACW M staff to effectively and efficiently remove any new locations of the plant.
- Goal No. 3 (Community and Municipal Services): Eradicating alligatorweed infestations along waterways and bodies of water improves and protects the infrastructure of Los Angeles County.
- Goal No. 5 (Public Safety): Alligatorweed infestations can significantly increase the risk of floods by blocking drainage canals, riverbeds, and other flood control infrastructure.

FISCAL IMPACT/FINANCING

Adequate appropriation will be made available in Fiscal Year 2010/2011 and 2011/2012 to cover agreement costs. C DFA will reimburse ACW M \$133,432 for providing responsibility for the Alligatorweed Eradication Project in the County of Los Angeles. This agreement is 100 percent revenue offset and there is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is within the scope of the mission of ACW M to help prevent the establishment and reduce the spread of harmful and invasive weed, insect and vertebrate pests. The terms of the agreement shall be for the period July 1, 2010, through June 30, 2012. The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

ACW M has sufficient staff and equipment to perform the services. The recommended Board action will not impact the current levels of service.

The Honorable Board of Supervisors

7/13/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt E. Floren', with a long horizontal flourish extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights and
Measures

KEF:RKI:RBS:mm

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer
Auditor-Controller

AGREEMENT NUMBER 10-0057
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR'S NAME

COUNTY OF LOS ANGELES

2. The term of this Agreement is: July 1, 2010 Through June 30, 2012

3. The maximum amount of this Agreement is: \$133,332.00
 One Hundred Thirty-three Thousand Three Hundred Thirty-two Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Attachment 1 1 Page(s)
 2 Page(s)

Exhibit B – Budget Detail and Payment Provision Attachment 1 1 Page(s)
 1 Page(s)

Exhibit C – General Terms and Conditions - GTC 307 3 Pages

Check mark one item below as Exhibit D:

Exhibit D-Special Terms and Conditions (Attached hereto as part of this Agreement)

Exhibit D*-Special Terms and Conditions

APPROVED AS TO FORM:
 ANDREA SHERIDAN ORDIN
 County Counsel
 May 10 6/4/11
 Deputy

5. Name of Program: Alligatorweed Project

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF LOS ANGELES		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
12300 Lower Azusa Road, Arcadia, CA 91006-5872		
STATE OF CALIFORNIA		
AGENCY NAME		
DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS		
1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		
		<input type="checkbox"/> Exempt per:

**EXHIBIT A
(County Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The County of Los Angeles, in consultation with the California Department of Food and Agriculture (CDFA), shall provide overall responsibility for the Alligatorweed Project, to include direct supervision of two (2) Agriculture Technicians under the employ of CDFA.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Patrick Akers	Name: Anne Pichler
Section/Unit: Integrated Pest Control Branch	Section/Unit: Contract Administration
Address: 1220 N Street, Room 341	Address: 12300 Lower Azusa Road
City/Zip: Sacramento, CA 95814	City/Zip: Arcadia, CA 91006-5872
Phone: 916-651-0574	Phone: 626-450-7445
Email: pakers@cdfa.ca.gov	Email: apichler@acwm.lacounty.gov

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

LOS ANGELES COUNTY ALLIGATORWEED PROJECT
July 1, 2010 – June 30, 2012

LA County Agriculture:
Sherlan Neblett
12300 Lower Azusa Road
Arcadia, CA 91006-5872
Phn: (626) 450-7445
Fax : (626) 3507077

C DFA:
Dr. Patrick Akers
1220 N Street, Rm 341
Sacramento, CA 95814
Phn: (916) 654-0768
Fax : (916) 653-2403

WORK PLAN

Background

Alligatorweed, *Alternanthera philoxeroides*, is a native of South America, and is in the Amaranthaceae, the amaranth family. It is a noxious perennial emergent aquatic weed with the ability to survive in dry land habitats. Its profuse growth can impede boats, cause floods by blocking drainage canals and riverbeds, crowd out native vegetation and serve as a breeding ground for mosquitoes. This rapidly growing plant may infest riparian habitats, rivers or creeks, ponds or reservoirs, and irrigated cropland. Floating stems of the plant often form heavy mats and can completely restrict water flow. Once alligatorweed established itself in an aquatic or semiterrestrial site, the plant rapidly spreads. Due to this rapid spread, other surrounding vegetation will be subdued by alligatorweed. In a static or flowing water system, alligatorweed severely limits its use for recreational, domestic, industrial or agricultural purposes, in many cases making it almost impossible.

Although first described in California in 1946 by a botany professor at the University of Southern California, alligatorweed was not reported to the Los Angeles County Agricultural Commissioner's Office until 1956. The infestation at its peak in the 1960's and '70's was estimated at 115 to 125 net acres over a gross acreage of 7,000 acres. In 1997, this had been reduced to 0.05 net acres over 5,798 gross acres. Alligatorweed was first found in the United States in the late 1800's and has since spread throughout the southeastern United States.

On April 17, 2007 a large area of alligatorweed was located on U.S. Army Corps' property near San Jose Creek. This find was of major concern and since then, with the assistance of County staff, many more sites have been found. In the fall of 2008, an estimated quarter of an acre was located at the Rio Hondo River and the crossover channel on another area of U.S. Army Corps' property.

Only a small window of opportunity exists to contain or eradicate alligatorweed, because it is very difficult to kill completely. Various herbicides damage the plant and some will dramatically reduce the amount of vegetation, giving an appearance of near-complete kill. However, the stems of alligatorweed break easily, especially when treated with herbicide, and this can disrupt the spread of systemic herbicides through the plant. Any damaged stem node that retains even a bit of green can regenerate roots and a new plant. Alligatorweed also grows back from its roots, which are thick, dense, and grow as deep as three feet. Finding alligatorweed can also be challenging, especially when it is small and growing among other vegetation. Several other species resemble it. Presently, the Los Angeles infestation is contained but threatens to escape. Meeting the threat requires persistent focused effort.

Project Area

The project area in Los Angeles includes: (a) Puddingstone Reservoir and Walnut Creek to the Whittier Narrows Dam; (b) the Whittier Narrows Dam and the Rio Hondo and San Gabriel Rivers downstream until they meet the ocean; (c) La Mirada Creek and adjacent areas from its headwaters to where it joins the San Gabriel River; (d) San Jose Creek from the junctions of Hacienda Creek to the junction of the San Gabriel River.

Project Activities

Project activities include: 1) surveys to delimit the infestation and detect new infestations before they become unmanageable and spread to noninfested area, 2) treatments utilizing integrated pest eradication methods to control, contain and eventually eradicate alligatorweed, 3) monitoring to assure project effectiveness and prevent or minimize impact to non-target plants and animals, and 4) public awareness to inform interested parties, stakeholders and cooperators about project activities and the potential impact of alligatorweed to the natural and agricultural resources in Southern California.

Cooperating Agencies

Cooperating agencies on the Los Angeles Alligatorweed Project include the California Department of Food and Agriculture (CDFA), Los Angeles County Agricultural Commissioner's Office, Los Angeles Flood Control District, and Los Angeles County Department of Parks and Recreation.

The CDFA's contribution to the project will be the equivalent of two seasonal employees in the Agricultural Technician range, with support for their supplies, minor equipment, and vehicle fuel and maintenance. The Los Angeles County Agricultural Commissioner's Office will have overall responsibility for the project, in consultation with CDFA, and direct supervision of field activities, including all seasonal.

Invoicing

- All invoices shall occur on a biannual period which the contractor will have fifteen (15) business days to submit invoices after each period of July to December and January to June of each fiscal year
- All invoices submitted to the State must be on contractor institution's letterhead
- All invoices shall be itemized and shall include all pertinent data such as but not limited to the following:
 - CDFA contract number
 - invoice date
 - billing period
 - contractor's name & address
 - signatory's signature
- CDFA will compensate contractor only on approved invoice format

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:
http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

Fiscal Display
Alligatorweed Eradication Project in Los Angeles County
California Department of Food and Agriculture
Los Angeles County Agricultural Commissioner

July 1, 2010- June 30, 2012

<u>ITEM</u>	<u>FY 10/11</u>	<u>FY 11/12</u>	<u>Contract Grand Totals</u>
<i>Salaries*</i>			
Temporary employees (2), Agric. Technician series	\$51,000	\$52,530	
----- Total Salaries	\$51,000	\$52,530	\$103,530
Benefits (11.4%)	\$5,814	\$5,988	\$11,802
Total Personnel Services	\$56,814	\$58,518	\$115,332
<i>Operating Expenses</i>			
Field supplies and minor equipment	\$5,000	\$5,000	\$10,000
Vehicle expense	\$4,000	\$4,000	\$8,000
Total Operating Expenses	\$9,000	\$9,000	\$18,000
TOTAL PROGRAM COSTS	\$65,814	\$67,518	\$133,332

* Salaries include 3% increase per year beginning in fy 10/11.

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EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 307

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**EXHIBIT D
(County Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement may be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental entity.